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LANCASTER COUNTY

OFFICE OF THE COUNTY COMMISSIONERS

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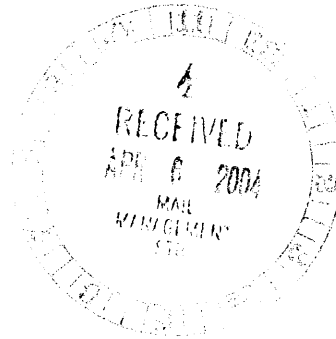
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April 1, 2004

Victoria Rutson, Chief of the Section of the
Environmental Analysis
Surface Transportation Board
Washington, DC 20423



Dear Ms. Rutson:

There has been renewed discussion regarding the Enola Corridor. The Lancaster County Board of Commissioners appreciates and respects the history and experience of all those involved in this opportunity.

We look forward to discussions concerning the Enola Corridor. Please find enclosed a proposed draft of the Principles for Intergovernmental Partnership Agreement regarding the Corridor for your review.

Due to various time constraints, please give us your comments by Tuesday, April 13, 2004. Your input is extremely important to us. We look forward to hearing from you. Thank you.

Sincerely,

Howard "Pete" Shaub, Chairman

Dick Shellenberger, Vice Chairman

Molly Henderson

**Board of Commissioners of
Lancaster County, Pennsylvania**

HPS/DK/MH/jl
Enclosure

PRINCIPLES FOR INTERGOVERNMENTAL PARTNERSHIP AGREEMENT

The Agreement will be between Bart Township, Conestoga Township, Eden Township, Martic Township, Providence Township, Sadsbury Township, and West Sadsbury Township, (collectively the Municipalities), Quarryville Borough, (the "Borough") and Lancaster County, (the "County"). The Municipalities, the Borough and the County will be referred to as the Parties.

Background. This Agreement concerns the Railroad's Enola Corridor located within Lancaster County and passing through Sadsbury, Bart, Eden, the Borough, Providence, Martic and Conestoga. In 1989 the Railroad began proceedings to abandon the Enola Corridor. Various municipalities had serious concerns about the disposition of the Enola Corridor and its bridges and crossings, including dangers associated with narrow underpasses, aging bridges, electric transmission facilities, trespassing and other potential liabilities. Some municipalities and citizen groups saw continuity of the Enola Corridor as an important potential asset for future water, utility service, infrastructure, recreation, open space public needs. The effects of a transfer of the Enola Corridor on its historic character are now under federal review.

In 1993 the Railroad filed an application with the Pennsylvania Public Utility Commission (the "PUC") requesting approval to abolish 31 Enola Corridor crossings in conjunction with the abandonment of the Enola Corridor. As a result of the concerns noted above and others, various legal actions took place. In February 1997, West Sadsbury, Sadsbury, Bart, Eden, Providence, Martic and Conestoga (but not the Borough or the County) entered into the PUC Stipulation with the Railroad in the PUC crossing abolition application.

The PUC Stipulation did not require that the Enola Corridor remain intact. However, Bart, Conestoga, Sadsbury, Eden, Martic, and Providence intended that the Enola Corridor should remain intact. After the "Stipulation of Settlement" was signed, but before the PUC Order approving the PUC Settlement was issued, those Townships (but not West Sadsbury, the Borough or the County) negotiated the terms of an "Intermunicipal Agreement" which provided for a "continuous corridor." However, this document never became effective because it was not signed by all the parties nor did all the parties adopt an Ordinance approving the document as required by the Intergovernmental Cooperation Act.

The P.U.C. issued its Order on October 9, 1997 (the "PUC Order") approving the PUC Stipulation with some modifications, and including a requirement that the Railroad transfer a portion of the line to certain Townships and pay the Townships \$1,315,000, which would help defray the cost of crossing maintenance and/or removal. The PUC Stipulation contained various deadlines for accomplishment of its terms ranging from 120 days to two years after entry of the PUC Order. However, further legal action ensued and in the six years since entry of the PUC Order, the terms of the PUC Stipulation have not been fulfilled.

In the last six years the costs of maintaining or removing the Enola Corridor crossings have increased and various Townships find themselves in changed financial circumstances. The County has formally requested the Railroad and the federal Surface Transportation Board to considering railbanking the Enola Corridor. Further, the County, in recognition of the efforts of and difficulties faced by the municipalities in achieving intergovernmental cooperation concerning the Enola Line, is now willing to provide significant financial and other assistance as outlined in this Agreement. This offer by the County is based upon developments in the last six years including: (i) historic studies, (ii) revisions to the County Comprehensive Plan and additional high technology and utility infrastructure demands, (iii) the need for a natural resources inventory and wildlife corridors, (iv) establishment of the Lancaster/York Heritage Region and increased open space requirements, and (v) potential high speed rail lines and adoption of a new State rail line reuse statute.

The purpose of this Agreement is to amend the PUC Stipulation and to create an intergovernmental agreement to provide for the transfer of the Enola Corridor, the disposition of the Enola Line crossings, and the preservation of a continuous Enola Corridor for the benefit of the citizens of the Municipalities.

The Parties would agree as follows:

1. The Parties shall establish an Enola Corridor Committee. The Enola Corridor Committee shall monitor the compliance of the Municipalities with this Agreement and prepare and implement plans to effect the purposes of this Agreement.
 - a. The Enola Corridor Committee shall be governed by its by-laws as they may be amended from time to time.
 - b. The Enola Corridor Committee shall consist of 11 members. Each Municipality and the Borough of Christiana, Chester County shall designate one member of the Enola Corridor Committee, and the County shall designate two at-large members, in accordance with the by-laws.

- c. The Enola Corridor Committee is directed and authorized to prepare a plan for the maintenance of the Enola Corridor in beneficial manner for adjacent landowners and the Municipalities. The plan may include, but is not limited to, limited access points to the Enola Corridor, trash clean-up along the corridor, and corridor security to be paid by the County.
 - d. The Municipalities agree to cooperate with the decisions of the Enola Corridor Committee within the scope of this Agreement.
2. The Railroad shall transfer the Enola Corridor to Lancaster County in accordance with a Quit Claim Deed. The County, except as otherwise expressly stated in this Agreement, shall bear sole responsibility for the cost of maintenance, safety and liabilities associated with the Enola Corridor and its bridges and crossings as allocated to the Municipalities pursuant to the PUC Order.
- a. Except as otherwise expressly stated in this Agreement, the County shall maintain the Enola Corridor as a continuous and uninterrupted corridor and not allow infringement or permanent obstruction of the Enola Corridor. To the extent any other Municipality has any right or obligation to cross the Enola Corridor, such Municipality shall cooperate to maintain the Enola Corridor as a continuous and uninterrupted corridor and not permanently obstruct the Enola Corridor.
 - b. The County shall maintain insurance as necessary to protect the other Municipalities from personal injury, environmental claims, and other liability by reason of the Enola Corridor, its bridges and crossings and to provide "errors and omissions" insurance for the members of the Enola Corridor Committee. Such insurance may be part of the County's umbrella policies and the County shall consider all recommendations of the Enola Corridor Committee as to such insurance.
 - c. The County will inspect, maintain and repair the bridges of the Enola Corridor for which the Municipalities have been assigned responsibility pursuant to the PUC Order and in accordance with the reasonable requests of the Enola Corridor Committee. The County will seek grants and other assistance for such work, but the ultimate responsibility for the cost of such bridge inspection, maintenance and repair shall be upon the County.

- d. The County shall maintain the Enola Corridor as a beneficial public asset for adjacent landowners, the Municipalities, and citizens in accordance with the reasonable requests of the Enola Corridor Committee. The County will seek grants and other assistance for such work, but the ultimate responsibility for the cost shall be upon the County. The County may use its Parks Department and other employees for such purposes.
 - e. The County will comply with any requirements imposed by the current Federal review of the historic nature of the Enola Corridor. The County will seek grants and other assistance for such work, but the ultimate responsibility for the cost of compliance with historic requirements shall be upon the County.
 - f. The County will assume and fulfill the obligations of the Municipalities for the Enola Line Corridor crossing structures as set forth in the PUC Order. The Municipalities shall retain the responsibility for roadway maintenance at such crossing structures as required by the PUC Order.
3. Taking into account the County's assumption of responsibility for bridges and crossings, particularly the Martic Forge Trestle Bridge, and the hosting by the other Municipalities of the Enola Corridor and their long efforts to effect the transfer of the Enola Corridor, including substantial legal fees, the Railroad shall pay the County the aforementioned \$1,315,000 and the County shall reimburse the Municipalities and the Borough for their legal fees and expenses associated with the Enola Low Grade Line.
4. The County shall provide easements for underground utilities within the Enola Corridor as requested from time to time by the Municipality and upon the recommendation by the Enola Corridor Committee and approval by the appropriate Planning Commission having jurisdiction. Each Municipality shall cooperate with the County in obtaining approvals for Enola Corridor access areas and improvements recommended by the Enola Corridor Committee.
5. Nothing in the Agreement is intended to alter the obligation of the Railroad to demolish the crossing structure at Route 222 as required by Section 6.5 of the PUC Stipulation. The demolition and subsequent improvements shall be accomplished in a manner that provides for the future construction of a pedestrian overpass. After receiving recommendations from the Enola Corridor Committee, the County may construct a pedestrian overpass to maintain the continuity the Enola Corridor and Providence will cooperate if the County does so.

6. The County will encourage PennDOT to complete the Route 324 realignment project as provided in Section 7.3 of the PUC Stipulation. In any event, the County will assume Martic's obligations to remove the structure and restore the roadway as necessary, but may seek a solution that maintains the stone arch, consistent with roadway safety.
7. The County will assume Sadsbury's obligations under Section 2.6 of the PUC Stipulation to remove the Orchard Road crossing structure. Sadsbury will cooperate with the County in its efforts to replace the crossing structure with fill and a culvert to maintain the continuity of the Enola Corridor
8. The County will assume Providence's obligations under Section 6.2 of the PUC Stipulation to reimburse the Railroad for costs in excess of \$185,000 to remove the applicable crossing structures.
9. With respect to all crossing structures other than Route 222, Route 324, Orchard Road, and Oak Bottom Road, Lancaster County will cooperate with the Railroad in attempting to obtain PUC permission to allow the crossing structures to remain in place, consistent with lower cost to the Railroad and public safety. This Agreement shall not be construed to otherwise affect the Railroad's obligations under the PUC Stipulation with respect to crossing structures.
10. The Municipalities agree to join in a Motion for Reconsideration of the PUC Order requesting that the PUC Order be reconsidered and modified to reflect the terms of this Agreement as provided in the proposed PUC Order Amendment attached as Exhibit E. The Motion for Reconsideration shall be filed with the PUC no later than thirty days after the effective date of this Agreement. If the PUC fails to approve this Agreement within 60 days of the filing of the Motion for Reconsideration, this Agreement shall terminate, unless extended by the Municipalities and the Borough.
11. Each Municipality agrees to adopt an Ordinance approving this Agreement as required by the Intergovernmental Cooperation Act.

12. The following Exhibits will attached to any Agreement and incorporated within the Agreement.

“Exhibit A” – the Bylaws of the Enola Corridor Committee established under Section 1 of this Agreement.

“Exhibit B” – the Quit Claim Deed transferring the Enola Corridor from the Railroad to the County to effectuate Section 2 of this Agreement.

“Exhibit C” – the allocation of the Railroad payment under Section 3 of the Agreement.

“Exhibit D” – the PUC Stipulation.

“Exhibit E” – the form of Amendment of the PUC Order to be requested by the Municipalities under Section 10 of this Agreement.

“Exhibit F” – the list of Enola Corridor crossings as identified in the PUC Order.

“Exhibit G” – the form of Intergovernmental Partnership Agreement authorizing Ordinance to be adopted by each Municipality under Section 11 of this Agreement.

13. The Agreement shall become effective as soon as permitted under applicable law after the adoption by all Municipalities of the Ordinances required by Section 11.